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CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT CALIF.
LOS ANGELES

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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 (WESTERN DIVISION)

15 **MEI LING,**

16 Plaintiff,

17 — v. —

18 **CITY OF LOS ANGELES,**
19 **CALIFORNIA; COMMUNITY**
20 **REDEVELOPMENT AGENCY OF**
21 **THE CITY OF LOS ANGELES;**
22 Redrock NoHo Residential, LLC;
23 Park Plaza West Senior Partners,
24 L.P.; JSM Florentine, LLC; Legacy
25 Partners Residential, Inc.; FPI
Management, Inc.; and Guardian/KW
NoHo, LLC,

26 Defendants.

Case No. 2:11-cv-7774-SVW

**SECOND AMENDED
COMPLAINT FOR
DECLARATORY RELIEF,
PERMANENT INJUNCTIVE
RELIEF, AND DAMAGES AND
DEMAND FOR TRIAL**

1 **I. NATURE OF THE ACTION**

2 1. This is an action for declaratory judgment, injunctive
3 relief, and damages for discrimination and retaliation on the basis
4 of disability in the provision of housing. This action arises under
5 the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Fair Housing
6 Act, 42 U.S.C. § 3601 *et seq.*; the California Fair Employment and
7 Housing Act, Cal. Gov't Code, Sec. 12900 *et seq.*; the California
8 Unruh Civil Rights Act, Cal. Civ. Code, Sec. 51 *et seq.*; and the
9 California Disabled Persons Act, Cal. Civ. Code, Sec. 54 *et seq.*

10 2. Plaintiff Mei Ling is a resident of Los Angeles,
11 California. She is non-ambulatory and uses a wheelchair during
12 all waking hours. Because of her physical disability, Plaintiff
13 cannot obtain employment and subsists on a small monthly stipend
14 from the County of Los Angeles.

15 3. Defendant City of Los Angeles and Defendant
16 Community Redevelopment Agency of Los Angeles are recipients
17 of federal financial assistance from the U.S. Department of
18 Housing and Urban Development. The City and its Community
19 Redevelopment Agency use that federal financial assistance to
20 fund private housing developments in Los Angeles. These
21 Defendants have provided federal funding and other forms of
22 support to private housing developers without ensuring that the
23 private housing providers comply with federal laws prohibiting
24 housing discrimination on the basis of disability.

25 4. Since 2006, Plaintiff has sought to rent an affordable,
26 wheelchair-accessible apartment unit at numerous multi-family
27 housing developments in Los Angeles that have received financial
28 and other assistance from the City of Los Angeles and its

1 Community Redevelopment Agency and/or have received federal
2 financial assistance directly from the U.S. Department of Housing
3 and Urban Development.

4 5. Since 2006 and continuing through the present,
5 Plaintiff has unsuccessfully applied for wheelchair-accessible,
6 affordable housing at several such multi-family housing
7 developments, including The Lofts at NoHo Commons and NoHo
8 14.

9 6. Because Plaintiff was unable to obtain affordable,
10 wheelchair-accessible housing at The Lofts, NoHo 14, or any other
11 private development that receives assistance from the City and/or
12 the federal government, she was forced to live in homeless
13 shelters and transitional housing from approximately June 2006 to
14 May 2009.

15 7. Since June 2009, Plaintiff has lived at The Piedmont,
16 an apartment building for seniors and persons with disabilities in
17 the North Hollywood region of the City. Plaintiff's apartment unit
18 at The Piedmont is not fully accessible to her. She is unable to
19 use the shower or toilet in her unit, and cannot access reliable,
20 affordable public transportation to and from her building.

21 8. Plaintiff has requested that Defendants Community
22 Redevelopment Agency of Los Angeles and Legacy Partners
23 Residential, Inc., which manages her current building, allow her to
24 transfer to a unit in another property that would be more
25 accessible to Plaintiff and would provide better access to
26 affordable and reliable public transit services.

27 9. In addition, Plaintiff has requested a reasonable
28 accommodation in the form of an exception to a policy maintained

1 at The Lofts at NoHo Commons, which excludes one-bedroom,
2 wheelchair-accessible “Pantages” floor plan units from its
3 affordable housing program. Defendants Redrock NoHo
4 Residential, LLC and Legacy Partners Residential, Inc. have
5 refused to grant this reasonable accommodation, which would
6 allow Plaintiff to rent a more accessible Pantages unit through this
7 development’s affordable housing program.

8 10. Defendants City of Los Angeles and its Community
9 Redevelopment Agency, Redrock NoHo Residential, LLC, and
10 Legacy Partners Residential, Inc. have refused to make an
11 affordable, wheelchair-accessible unit available to Plaintiff and
12 have failed to ensure that a minimum number of wheelchair-
13 accessible dwelling units are available for renters such as Plaintiff
14 who require government assistance to pay for housing.

15 11. Each Defendant has furthermore failed to make
16 affordable, wheelchair-accessible housing available for Plaintiff,
17 with the effect of denying her housing opportunities on the basis
18 of her disability.

19 12. Further, Defendant Legacy Partners Residential, Inc.
20 has sought to intimidate Plaintiff and to interfere with her exercise
21 of these federally protected rights.

22 13. Defendants have done so with deliberate indifference
23 for Plaintiff’s federally protected rights to equal housing
24 opportunities notwithstanding her disability.

25 14. These and other acts as alleged more fully herein
26 constitute unlawful housing discrimination and retaliation on the
27 basis of disability and are continuing violations of the
28 Rehabilitation Act, the Fair Housing Act, the California Fair

1 Employment and Housing Act, the California Unruh Civil Rights
2 Act, and the California Disabled Persons Act. Plaintiff brings this
3 complaint to redress the injuries that she has suffered as a result
4 of this continuing pattern of discriminatory and retaliatory conduct
5 by Defendants and to obtain injunctive and declaratory relief that
6 will prevent Defendants from causing similar future harm to
7 Plaintiff and other City residents in need of affordable, accessible
8 housing.

9 **II. PARTIES**

10 15. Plaintiff Mei Ling is a 58-year-old woman who lives in
11 North Hollywood, in Los Angeles, California. She has used a
12 wheelchair since 2006. Plaintiff requires a dwelling unit that is
13 both wheelchair-accessible and affordable on her limited income.

14 16. Defendant City of Los Angeles (“City”) is a municipal
15 corporation as defined by the laws of the State of California.

16 17. Defendant Community Redevelopment Agency of Los
17 Angeles (“CRA/LA”) is a public agency authorized by California
18 redevelopment law to conduct redevelopment and revitalization
19 activities, using public and private funds, in designated areas in
20 the City.

21 18. Defendant Redrock NoHo Residential, LLC (“Redrock
22 NoHo”) is a Delaware limited liability company that does business
23 in California, including in the City and County of Los Angeles.
24 Redrock NoHo is the owner of The Lofts at NoHo Commons (“The
25 Lofts”), a multi-family housing development located at 11136
26 Chandler Boulevard, North Hollywood, California. The Lofts is a
27 CRA/LA-assisted development.

28 19. Defendant Guardian/KW NoHo, LLC (“Guardian/KW”)

1 is a Delaware limited liability company that does business in
 2 California, including in the City and County of Los Angeles.
 3 Guardian/KW owned NoHo 14, a multi-family housing
 4 development located at 5440 North Tujunga Avenue, North
 5 Hollywood, California, from on or around June 30, 2010 until on
 6 or around March 1, 2012. NoHo 14 is a CRA/LA-assisted
 7 development.

8 20. Defendant JSM Florentine, LLC (“JSM”) is a California
 9 limited liability company that does business in California,
 10 including in the City and County of Los Angeles. JSM developed
 11 and was the original owner of NoHo 14. JSM owned NoHo 14,
 12 which was formerly called The Florentine, until on or around
 13 December 2009.¹

14 21. Defendant Legacy Partners Residential, Inc. (“Legacy
 15 Partners”) is a Delaware corporation that does business in
 16 California, including in the City and County of Los Angeles.
 17 Legacy Partners has managed The Lofts since December 31, 2007.
 18 Legacy Partners managed NoHo 14 from June 2008 through
 19 approximately September 2010. Legacy Partners has managed The
 20 Piedmont Luxury Senior Apartments (“The Piedmont”), a multi-
 21 family housing development located at 6750 Whitsett Avenue,
 22 North Hollywood, California, throughout the period during which
 23 Plaintiff has resided there.

24 22. Defendant FPI Management, Inc. (“FPI”) is a California
 25 corporation that does business in California, including in the City

26 ¹ JSM has been served with the original Complaint and the First Amended
 27 Complaint but has never entered an appearance in this action. Plaintiff’s
 28 Request for Entry of Defendant JSM Florentine, LLC’s Default is pending.
See Dkt. 70.

1 and County of Los Angeles. FPI managed NoHo 14 from
2 approximately September 2010 through August 2011.

3 **III. JURISDICTION AND VENUE**

4 23. Original jurisdiction is conferred on this Court by 28
5 U.S.C. §§ 1331, 1343(a)(4), 2201, and 2202; 29 U.S.C. § 794a;
6 and 42 U.S.C. § 3613(a).

7 24. Venue is proper in this District and Division, pursuant
8 to 28 U.S.C. §§ 84(c)(2) and 1391(b), because a substantial part of
9 the acts and omissions giving rise to Plaintiff's claims took place
10 in Los Angeles; the properties that are the subject of this action
11 are situated in Los Angeles; Defendant City and Defendant
12 CRA/LA reside in Los Angeles; and the remaining Defendants
13 regularly conduct business in Los Angeles.

14 25. Plaintiff's claims under the California Fair Employment
15 and Housing Act ("FEHA") the California Unruh Civil Rights Act
16 ("Unruh Act"), and the California Disabled Persons Act ("CDPA")
17 arise out of the same acts and omissions that form the basis of
18 Plaintiff's federal claims under the Rehabilitation Act and the Fair
19 Housing Act. This Court therefore has supplemental jurisdiction
20 over Plaintiff's state law claims, pursuant to 28 U.S.C. § 1367,
21 because they form part of the same case or controversy as her
22 federal law claims over which this Court has original jurisdiction.

23 **IV. FACTUAL ALLEGATIONS**

24 26. Plaintiff suffers from spinal conditions including spinal
25 stenosis and spondylosis, which is a painful condition resulting
26 from the degeneration of the spine's intervertebral disks. Plaintiff
27 has been non-ambulatory since 2006 and is restricted to a
28 wheelchair.

1 27. Plaintiff's physical mobility impairment substantially
2 limits several major life activities. Plaintiff cannot walk and
3 requires a wheelchair. Her physical disability prevents her from
4 obtaining employment. Because of her mobility impairment,
5 Plaintiff requires assistance with personal care.

6 28. As a consequence of her disability, Plaintiff cannot
7 earn an income and subsists on a small monthly stipend from Los
8 Angeles County's General Relief program, in the amount of \$221.
9 Because of her financial circumstances, Plaintiff cannot afford to
10 live in market-rate housing without government assistance.

11 29. Plaintiff requires an affordable dwelling unit that is
12 also wheelchair-accessible.² Among other features, Plaintiff
13 requires a dwelling unit with countertops, electrical outlets, and
14 light fixtures at a height that she can reach while sitting in her
15 wheelchair; sufficiently wide doorways; a bathroom layout that
16 allows for the installation of grab bars around the toilet and a
17 standalone shower with enough floor clearance for Plaintiff to
18 install a roll-in ramp that will enable her to enter the shower in a
19 wheelchair; floors without heavy carpet or padding; and sufficient
20 living space to provide privacy for her caregiver.

21 30. Plaintiff became homeless on or around June 2006.
22 Since that time, Plaintiff has sought to obtain affordable,
23 wheelchair-accessible housing in CRA/LA-supported buildings
24 located in various parts of the City.

25 31. In April 2007, Plaintiff obtained a Housing Choice
26 Voucher (formally labeled and still commonly called a Section 8

27 ² For purposes of this complaint, the term "affordable" refers to the
28 definition set forth in 24 C.F.R. § 92.252.

1 voucher), administered by the Housing Authority of the City of
2 Los Angeles (“HACLA”). Plaintiff’s Housing Choice Voucher
3 currently provides her with \$1,469.00 per month to apply to the
4 rental of a two-bedroom apartment unit.

5 32. The City is a recipient of federal financial assistance,
6 including funding from the U.S. Department of Housing and Urban
7 Development (“HUD”). Each year, HUD provides the City with
8 tens of millions of dollars in the form of, *inter alia*, HOME,
9 CDBG, ESG, EDI, and HOPWA grants.

10 33. Furthermore, HUD permits the City to pledge a portion
11 of its CDBG funds in exchange for federally-guaranteed loans
12 under the “Section 108” program. The proceeds of these loans are
13 to be used, among other purposes, to finance affordable housing
14 and community development projects. The federal government
15 provides these resources to subsidize the rents of low-income
16 individuals and families, and the City is obligated to administer
17 them consistent with the obligations imposed by the Rehabilitation
18 Act and related federal civil rights laws.

19 34. The City then allocates federal HUD funds to the
20 CRA/LA for purposes of implementing the agency’s
21 redevelopment initiatives. In addition, the City has capitalized its
22 Affordable Housing Trust Fund with CDBG and HOME grants
23 from HUD. Allocations from the City’s Affordable Housing Trust
24 Fund constitute a substantial portion of CRA/LA’s annual
25 operating budget. The CRA/LA is, therefore, also a recipient of
26 federal financial assistance.

27 35. The CRA/LA, in turn, provides funding and other
28 support to private developers to develop housing in more than 30

1 project areas throughout Los Angeles. The funding that the
2 CRA/LA allocates to some private developers includes federal
3 HUD funds.

4 36. As recipients of federal financial assistance, the City
5 and the CRA/LA have a duty to ensure that the housing developers
6 to whom they provide funding comply with federal laws that
7 prohibit housing discrimination on the basis of disability,
8 including the Rehabilitation Act. The City and CRA/LA's
9 obligations as recipients of federal financial assistance include but
10 are not limited to:

11 (a) Ensuring that the housing developers to which
12 they provide funding, any portion of which derives from
13 federal financial assistance, make available a sufficient
14 number of dwelling units that are accessible to individuals
15 with mobility and sensory disabilities, in a sufficient range
16 of sizes with a sufficient range of amenities so that qualified
17 individuals with mobility impairments have a comparable
18 choice of living arrangements to that of other eligible
19 persons. 24 C.F.R. §§ 8.22-8.27, 8.32.

20 (b) Monitoring and ensuring that the policies and
21 practices of the housing developers to which they provide
22 funding, any portion of which derives from federal
23 financial assistance, do not exclude qualified individuals
24 with disabilities from participation in, or deny them the
25 benefits of, HUD-funded programs and activities, and
26 instructing such housing developers of their duty to modify
27 housing policies and practices where necessary to ensure
28 they do not discriminate on the basis of disability against

1 qualified individuals with disabilities. 24 C.F.R. §§ 8.27,
2 8.33.

3 37. Private housing developments that have received
4 federal financial assistance directly from HUD have the same
5 obligations to ensure that persons with disabilities are not denied
6 housing opportunities on the basis of disability by ensuring that
7 the development offers wheelchair-accessible units available in a
8 sufficient range of sizes and amenities so that qualified
9 individuals with mobility impairments have a comparable choice
10 of living arrangements to that of other eligible persons, and by
11 making reasonable modifications to their housing policies and
12 practices to ensure that they do not discriminate against a
13 qualified individual on the basis of his or her disability.

14 38. The CRA/LA has funded several new multi-family
15 housing developments in the North Hollywood Redevelopment
16 Project area ("NoHo Project Area"). The NoHo Project Area was
17 developed as a transit-oriented village and is located along a
18 public transportation corridor and is home to the NoHo Arts
19 District, as well as shops, grocery stores, banks, a pharmacy, a
20 U.S. Post Office, and other necessary services. It is therefore well
21 situated for persons with mobility impairments such as Plaintiff.

22 39. However, the CRA/LA has failed to ensure that the
23 multi-family housing developments that it has supported in the
24 NoHo Project Area contain any guaranteed number of wheelchair-
25 accessible units, or that these units are made available in a
26 sufficient range of sizes and amenities so that a qualified
27 individual with a disability has a choice of living arrangements
28 comparable to that of other prospective tenants. The result of this

1 failure has been to exclude Plaintiff from housing opportunities in
2 these CRA/LA-assisted developments.

3 40. Once Plaintiff obtained her Housing Choice Voucher,
4 she began to apply for tenancy in an affordable unit at various
5 CRA/LA-assisted developments in the NoHo Project Area,
6 including The Lofts and NoHo 14. Plaintiff has focused her
7 housing search in the NoHo Project Area because of the proximity
8 to reliable, affordable public transportation and other services as
9 described above in Paragraph 38.

10 41. Plaintiff's housing search has been impeded by the
11 failure of the City and CRA/LA to make information available on
12 the location of dwelling units in CRA/LA-assisted properties that
13 are rented at affordable rates and meet the accessibility
14 requirements mandated by 24 C.F.R. Part 8 for wheelchair users
15 like Plaintiff. Her search has been further hindered by poorly
16 implemented waitlist policies at CRA/LA-supported properties.

17 42. Because of Defendants' failure to ensure the existence
18 of a minimum number of wheelchair-accessible units; the lack of
19 information about those few wheelchair-accessible, affordable
20 apartment units that may exist; and the lengthy waitlists for
21 affordable units at CRA/LA-assisted properties in the NoHo
22 Project Area, Plaintiff was forced to live in homeless shelters and
23 transitional housing for approximately three years.

24 *The Piedmont*

25 43. The Piedmont is a 198-unit development in North
26 Hollywood. It is an age-restricted development and rents some
27 units at below-market rates for persons with Housing Choice
28 Vouchers from HACLA.

1 44. In April 2009, Plaintiff signed a lease for a two-
2 bedroom apartment at The Piedmont. Plaintiff has resided in this
3 unit since June 2009.

4 45. Plaintiff's apartment unit at The Piedmont is not fully
5 accessible to her. Among other things, she cannot use the shower
6 because the layout cannot be modified to install a roll-in ramp.
7 Plaintiff must go off premises to locations with roll-in showers
8 several times per week in order to bathe properly. Furthermore,
9 because of the design of the bathroom, grab bars cannot be
10 installed around the toilet.

11 46. There are no units at The Piedmont that would be more
12 accessible to Plaintiff than the inaccessible unit that she currently
13 occupies.

14 47. Plaintiff faces obstacles to accessing public
15 transportation to and from The Piedmont. Bus service to and from
16 The Piedmont is unreliable and extremely limited in the evenings.
17 Thus, Plaintiff must use Access Para Transit, which is cost-
18 prohibitive on Plaintiff's limited income. Due to the high cost of
19 Access Para Transit, Plaintiff cannot make daily trips to locations
20 where she is able to use wheelchair-accessible showers.

21 48. Plaintiff's current housing is not fully accessible to her
22 and does not allow her the full use and enjoyment of the unit.
23 Plaintiff therefore continues to search for an affordable, accessible
24 dwelling unit in CRA/LA-assisted properties in the NoHo Project
25 Area, as she has since 2006.

26 *The Lofts*

27 49. The CRA/LA has allocated CDBG and HOME funding
28 as well as funding from the City's Affordable Housing Trust Fund

1 to The Lofts' ownership. HUD confirmed that The Lofts was
2 supported with federal financial assistance in the compliance
3 review discussed below in Paragraph 56. The obligations to
4 comply with federal anti-discrimination laws that accompany the
5 receipt of federal financial funding, as summarized above in
6 Paragraphs 36-37, run with the land. For The Lofts, this covenant
7 runs for 55 years. Thus, Defendant Redrock NoHo, the current
8 owner of The Lofts, is bound by the Rehabilitation Act, as is The
9 Lofts' current management company, Defendant Legacy Partners.

10 50. Pursuant to an Agreement Containing Covenants
11 Affecting Real Property with the CRA/LA, 28 of The Lofts' 292
12 apartment units are reserved for persons with very low, low, or
13 moderate income.

14 51. In July 2006, Plaintiff asked to be placed on The Lofts'
15 "interest list." The Lofts' management refused to do so. After a
16 lottery was held in November 2006, Plaintiff was placed on a
17 waitlist for an affordable unit. At that time, Plaintiff was listed as
18 Number 155 on The Lofts' waitlist. A manager informed Plaintiff
19 that The Lofts would not accept Section 8 (or Housing Choice)
20 vouchers and that it would take at least three years for Plaintiff to
21 reach the top of the waitlist.

22 52. Contrary to the representation from The Lofts
23 management that there were no affordable units available, Plaintiff
24 learned in August 2007, from the Los Angeles Housing
25 Department, that there were still affordable units available at The
26 Lofts at that time. Plaintiff therefore submitted an application for
27 an affordable unit. Upon information and belief, there were
28 vacant and available units in The Lofts' affordable housing

1 program at least through June 2008.

2 53. In November 2007, The Lofts' managers informed
3 Plaintiff that she was now Number 335 on the affordable unit
4 waitlist, not Number 155 as she had previously been told in
5 November 2006.

6 54. Defendant Legacy Partners assumed management of
7 The Lofts on December 31, 2007 and continues to manage The
8 Lofts through the present time.

9 55. Throughout 2008 and 2009, Plaintiff regularly inquired
10 from The Lofts management about her status on the waitlist for an
11 affordable unit. As of February 2009, Plaintiff was still Number
12 335 on the affordable housing waitlist.

13 56. Pursuant to a compliance review conducted in late
14 2011, and made available to the City and CRA/LA in January
15 2012, HUD has determined that all of the affordable units at The
16 Lofts are studio units, and that none of the one-bedroom units is
17 designated affordable.

18 57. HUD's compliance review also revealed that the floor
19 plans for each of the units that have been designated as accessible
20 are substantially out of compliance with applicable accessibility
21 requirements.

22 58. Upon information and belief, one-bedroom Pantages
23 units at The Lofts have been vacant and available since 2007 and
24 continue to be vacant and available.

25 59. In December 2009, Plaintiff finally reached the top of
26 The Lofts' affordable housing waitlist. At that time, Plaintiff
27 requested that The Lofts ownership and/or management
28 accommodate her disability by making a unit with a Pantages floor

1 plan available to her under the affordable housing program.

2 60. Among other features, Pantages units have bathroom
3 designs with sufficient floor space for Plaintiff to maneuver her
4 wheelchair, access the combined bath/shower fixture, and store the
5 bulky assistive equipment that would enable Plaintiff to bathe
6 inside this dwelling unit. The Pantages units' bathroom design
7 would also allow for the installation of grab bars around the toilet
8 area and for other modifications that would make the unit
9 accessible to her.

10 61. As recipients of federal funding from HUD that is
11 intended to ensure that housing is available to persons like
12 Plaintiff who have with little or no income, Defendants City,
13 CRA/LA, Redrock NoHo, and Legacy Partners have an obligation
14 under 24 C.F.R. 8.26 to ensure that individuals with disabilities
15 who require government assistance in paying for housing are able
16 to choose from dwelling units in a sufficient range of sizes with a
17 sufficient range of amenities to ensure that accessible, affordable
18 units are available to individuals such as Plaintiff and to ensure
19 that qualified individuals like Plaintiff are not denied housing on
20 the basis of disability.

21 62. The Lofts' ownership and/or management has
22 nonetheless repeatedly denied Plaintiff's request for a reasonable
23 accommodation to its affordable housing program, which excludes
24 Pantages units. The Lofts has limited its affordable housing
25 program so as to include only studio units. The layout for the
26 affordable studio units would not allow Plaintiff to make
27 necessary bathroom modifications described above in Paragraph
28 60.

63. Defendants City and CRA/LA have failed to ensure that The Lofts' ownership and management fulfill their obligations under 24 C.F.R. Part 8, including 24 C.F.R. § 8.26.

64. By adopting policies and practices that exclude one-bedroom units from its affordable housing program, and by failing to ensure that the units designated as "accessible" actually meet federal accessibility standards, Defendants Redrock NoHo and Legacy Partners have continuously denied Plaintiff housing throughout the time period during which they have, respectively, owned and managed The Lofts, in violation of the Rehabilitation Act and its implementing regulations, the Fair Housing Act, FEHA, the Unruh Act, and the CDPA.

NoHo 14

65. NoHo 14 is a CRA/LA-assisted, multi-family housing development located in the NoHo Arts District of Los Angeles, at 5440 Tujunga Avenue, North Hollywood, California. Defendant JSM received financing from CRA/LA to develop NoHo 14 and owned the development through December 2009.

66. NoHo 14 was owned by Defendant Guardian/KW from on or around June 30, 2010 through on or around March 1, 2012.

67. Defendant Legacy Partners managed NoHo 14 from approximately June 2008 through September 2010. Defendant FPI managed NoHo 14 from approximately September 2010 through August 2011.

68. NoHo 14 has 180 units, at least seven of which are to be rented at rates that are affordable for persons of moderate, low, and very low income, pursuant to an Agreement Containing Covenants Affecting Real Property with the CRA/LA. NoHo 14's

1 affordable housing program includes one- and two-bedroom units.
2 At least some of the affordable units at NoHo 14 have floor plan
3 designs that would allow Plaintiff to install portable accessibility
4 equipment in the bathroom at minimal cost while also providing
5 sufficient privacy for Plaintiff's caregiver.

6 69. On or around April 2008, NoHo 14 managers told
7 Plaintiff that the property would be open for rentals in a few
8 months and that they would place Plaintiff as Number 1 on the
9 waitlist for an affordable unit. On or around June 2008, Plaintiff
10 submitted an application for tenancy at NoHo 14 to Defendant
11 Legacy Partners, which had by that time assumed management of
12 the development. Legacy Partners and JSM nonetheless refused to
13 offer Plaintiff tenancy at NoHo 14 in 2008.

14 70. Plaintiff resubmitted tenancy applications in 2009 and
15 2010. Plaintiff submitted applications and/or made follow-up
16 inquiries on the status of her pending applications during the time
17 periods when NoHo 14 was owned by Defendants JSM and
18 Guardian/KW, respectively, and at times when NoHo 14 was
19 managed by Defendant Legacy Partners and Defendant FPI,
20 respectively.

21 71. Since submitting her first tenancy application in June
22 2008, Plaintiff has made frequent visits to NoHo 14 to inquire
23 about her status on the affordable housing waitlist. On two
24 separate occasions, in October and November 2009, Defendant
25 Legacy Partners called the police in an attempt to intimidate
26 Plaintiff and to interfere with her exercise of her federally
27 protected right not to be subjected to housing discrimination on
28 the basis of her disability, after Plaintiff requested that she be

1 provided with the status of her waitlist number, a copy of the
2 current waitlist, and the unit numbers of units with wheelchair
3 accessibility features.

4 72. In December 2010, Plaintiff was informed by Defendant
5 FPI that NoHo 14 would conduct a lottery for renting out
6 affordable units, and she submitted a new application for tenancy,
7 as instructed by FPI. Following the lottery, Plaintiff was Number
8 79 on the affordable housing waitlist at NoHo 14.

9 73. On information and belief, Defendants JSM,
10 Guardian/KW, Legacy Partners and/or FPI held affordable units at
11 NoHo 14 off the market, did not fairly administer the waiting list,
12 and determined to disregard Plaintiff's previous status as Number
13 1 on that list, in order to avoid renting such a unit to Plaintiff.

14 74. Although housing units at NoHo 14 that are accessible
15 or could be made accessible to Plaintiff have become available
16 throughout the time period when Plaintiff's tenancy applications
17 have been pending (2008 through the present) and could have been
18 rented to Plaintiff at an affordable rate, Defendants Legacy
19 Partners, FPI, JSM, and Guardian/KW never offered Plaintiff
20 tenancy at a unit at NoHo 14.

21 **V. INJURY TO PLAINTIFF**

22 75. As a result of Defendants' conduct as described above,
23 Plaintiff filed an administrative complaint with HUD on June 23,
24 2009, naming as respondents Redrock NoHo; Legacy Partners; the
25 City; and the CRA/LA. HUD issued its final investigative report
26 on March 30, 2011.

27 76. Defendants City, CRA/LA, Legacy Partners, and
28 Redrock NoHo have continuously refused Plaintiff's requests that

1 they make reasonable accommodations in their rules, policies,
2 practices, services, and/or procedures that would afford Plaintiff
3 an equal opportunity to the use and full enjoyment of a dwelling,
4 as described above in Paragraphs 59-64.

5 77. All Defendants have intentionally denied housing to
6 Plaintiff on a continuing basis, as follows:

7 (a) Defendants City and CRA/LA have denied
8 housing to Plaintiff by failing to ensure that the housing
9 developers to which they provide support, including federal
10 financial assistance, comply with their obligations to provide
11 a minimum number of accessible dwelling units in a
12 sufficient range of sizes with a sufficient range of amenities
13 to ensure that accessible, affordable units are available to
14 individuals such as Plaintiff and to ensure that so that
15 qualified individuals like Plaintiff are not denied housing
16 on the basis of disability.

17 (b) Defendants Redrock and Legacy Partners have
18 denied housing to Plaintiff by failing to provide a minimum
19 number of accessible dwelling units in a sufficient range
20 sizes with a sufficient range of amenities to ensure that
21 accessible, affordable units are available to individuals such
22 as Plaintiff and by refusing to rent an affordable, accessible
23 unit at The Lofts to Plaintiff on the basis of her disability,
24 despite the fact that such units have become available or
25 could have been made available to Plaintiff throughout the
26 relevant time period.

27 (c) Defendants JSM, Guardian/KW and FPI have
28 denied housing to Plaintiff by refusing to rent an affordable,

1 accessible unit at NoHo 14 to Plaintiff on the basis of her
2 disability, despite that fact that such units have become
3 available or could have been made available to Plaintiff
4 throughout the relevant time period.

5 78. Defendant Legacy Partners has intentionally interfered
6 with Plaintiff's exercise of rights guaranteed under the Fair
7 Housing Act and FEHA.

8 79. Defendants have done so with deliberate indifference.
9 Defendants have known that their acts and omissions create a
10 substantial likelihood of harm to Plaintiff's federally protected
11 rights, and Defendants have failed to act upon that likelihood.

12 80. As a result of each Defendant's unlawful actions
13 described above in Paragraphs 1 to 79, Plaintiff has suffered,
14 continues to suffer, and will in the future suffer irreparable loss
15 and injury including but not limited to out-of-pocket expenses,
16 fear, humiliation, embarrassment, emotional distress, and unlawful
17 deprivation of her federally protected rights to exercise and enjoy
18 equal housing opportunities, without regard for disability.

19 81. Each Defendant has continuously engaged in an
20 ongoing pattern, practice, and policy of discrimination on the
21 basis of disability. Each Defendant continues to engage in such a
22 pattern, practice, and policy of discrimination so as to constitute
23 continuing violations of Plaintiff's federally protected rights.

24 82. Each Defendant's unlawful actions were, and are,
25 intentional and willful, and/or have been and are being
26 implemented with callous and reckless disregard for Plaintiff's
27 statutorily protected rights.

28 83. Defendant City and Defendant CRA/LA are liable for

1 ongoing and continuing violations of Plaintiff's rights under the
2 Rehabilitation Act, the Fair Housing Act, and FEHA because
3 during the relevant time period Defendants Redrock NoHo and
4 Legacy Partners, and these Defendants' agents/officers, have been
5 acting and will continue to act (a) with the consent of, (b) under
6 the control and supervision of, and/or (c) within their authority as
7 agents of Defendant City and Defendant CRA/LA.

8 84. Defendant City and Defendant CRA/LA are liable for
9 ongoing and continuing violations of Plaintiff's rights under the
10 Fair Housing Act and FEHA because during the relevant time
11 period Defendants JSM, Guardian/KW, and FPI, and these
12 Defendants' agents/officers, have been acting and will continue to
13 act (a) with the consent of, (b) under the control and supervision
14 of, and/or (c) within their authority as agents of Defendant City
15 and Defendant CRA/LA.

16 85. Defendant Redrock NoHo is liable for ongoing and
17 continuing violations of Plaintiff's rights under the Rehabilitation
18 Act, the Fair Housing Act, FEHA, the Unruh Act, and the CDPA
19 because during the relevant time period Defendant Legacy Partners
20 and its agents/officers have been acting and will continue to act
21 (a) with the consent of, (b) under the control and supervision of,
22 and/or (c) within their authority as agents of Defendant Redrock
23 NoHo.

24 86. Defendant JSM is liable for ongoing and continuing
25 violations of Plaintiff's rights under the Fair Housing Act, FEHA,
26 the Unruh Act, and the CDPA because during the relevant time
27 period Defendant Legacy Partners and its agents/officers were
28 acting (a) with the consent of, (b) under the control and

1 supervision of, and/or (c) within their authority as agents of
2 Defendant JSM.

3 87. Defendant Guardian/KW is liable for ongoing and
4 continuing violations of Plaintiff's rights under the Fair Housing
5 Act, FEHA, the Unruh Act, and the CDPA because during the
6 relevant time period Defendant Legacy Partners and Defendant
7 FPI, and their agents/officers, were acting (a) with the consent of,
8 (b) under the control and supervision of, and/or (c) within their
9 authority as agents of Defendant Guardian/KW.

10 **VI. CLAIMS FOR RELIEF**

11 88. Plaintiff has a disability within the meaning of the
12 Rehabilitation Act, 29 U.S.C. § 791, and has a handicap within the
13 meaning of the Fair Housing Act, 42 U.S.C. § 3602, because she
14 has a physical mobility impairment that substantially limits one or
15 more major life activities. For the same reasons, Plaintiff has a
16 physical disability within the meaning of California Government
17 Code Sections 12955.3 and 12926(k).

18 89. Plaintiff satisfies any and all legitimate eligibility
19 criteria for renting an apartment in a CRA/LA-assisted apartment
20 building and in The Piedmont.

21 90. Throughout the relevant time period during which
22 Plaintiff has sought affordable, accessible housing, Defendants
23 could have made available to Plaintiff, at an affordable rent, an
24 apartment unit that would be accessible to Plaintiff and/or which
25 could be made accessible at minimal expense at The Lofts, NoHo
26 14, and/or at another CRA/LA-assisted property in the NoHo
27 Project Area.

28

1 **FIRST CLAIM FOR RELIEF**

2 **29 U.S.C. § 794**

3 **Against Defendants City, CRA/LA, Redrock NoHo, and Legacy**
4 **Partners**

5 91. These Defendants' acts, including those through their
6 employees and/or agents/officers, as described in Paragraphs 1 to
7 90, violate the Rehabilitation Act, 29 U.S.C. § 794.

8 **SECOND CLAIM FOR RELIEF**

9 **42 U.S.C. § 3604(d)**

10 **Against Defendants Redrock NoHo and Legacy Partners**

11 92. These Defendants' acts, including those through their
12 employees and/or agents/officers, as described in Paragraphs 1 to
13 1 to 90, violate the Fair Housing Act, 42 U.S.C. § 3604(d).

14 **THIRD CLAIM FOR RELIEF**

15 **42 U.S.C. § 3604(f)(1)**

16 **Against Defendants City, CRA/LA, Redrock NoHo,**
17 **Guardian/KW, JSM, Legacy Partners, and FPI**

18 93. These Defendants' acts, including those through their
19 employees and/or agents/officers, as described in Paragraphs 1 to
20 90, violate the Fair Housing Act, 42 U.S.C. § 3604(f)(1).

21 **FOURTH CLAIM FOR RELIEF**

22 **42 U.S.C. § 3604(f)(2)**

23 **Against Defendants City, CRA/LA, Redrock NoHo,**
24 **Guardian/KW, JSM, Legacy Partners, and FPI**

25 94. These Defendants' acts, including those through their
26 employees and/or agents/officers, as described in Paragraphs 1 to
27 90, violate the Fair Housing Act, 42 U.S.C. § 3604(f)(2).

28 **FIFTH CLAIM FOR RELIEF**

42 U.S.C. § 3604(f)(3)

Against Defendants City, CRA/LA, Redrock NoHo,
 Guardian/KW, JSM, Legacy Partners, and FPI

 95. These Defendants' acts, including those through their

employees and/or agents/officers, as described in Paragraphs 1 to 90, violate the Fair Housing Act, 42 U.S.C. § 3604(f)(3).

SIXTH CLAIM FOR RELIEF

42 U.S.C. § 3617

Against Defendant Legacy Partners

96. Defendant Legacy Partners' acts, including those through its employees and/or agents/officers, as described in Paragraphs 67 and 69-74, violate the Fair Housing Act, 42 U.S.C. § 3617.

SEVENTH CLAIM FOR RELIEF

Cal. Gov't Code Sec. 12955(a)

Against Defendants Redrock NoHo, Guardian/KW, and JSM

97. These Defendants' acts, including those through their employees and/or agents/officers, as described in Paragraphs 1 to 90, violate FEHA, Cal. Gov't Code Sec. 12955(a).

EIGHTH CLAIM FOR RELIEF

Cal. Gov't Code Sec. 12955(e)

Against Defendants City and CRA/LA

98. These Defendants' acts, including those through their employees and/or agents/officers, as described in Paragraphs 1 to 90, violate FEHA, Cal. Gov't Code Sec. 12955(e).

NINTH CLAIM FOR RELIEF

Cal. Gov't Code Sec. 12955(k)

Against Defendants City, CRA/LA, Redrock NoHo, Guardian/KW, JSM, Legacy Partners, and FPI

99. These Defendants' acts, including those through their employees and/or agents/officers, as described in Paragraphs 1 to 90, violate FEHA, Cal. Gov't Code Sec. 12955(k).

TENTH CLAIM FOR RELIEF

Cal. Gov't Code Sec. 12955.7

Against Defendant Legacy Partners

100. Defendant Legacy Partners' acts, including those through its employees and/or agents/officers, as described in Paragraphs 67 and 69-74, violate FEHA, Cal. Gov't Code Sec. 12955.7.

ELEVENTH CLAIM FOR RELIEF

Cal. Gov't Code Sec. 12927(c)(1) and 12955(k)

Against Defendants City, CRA/LA, Redrock NoHo and Legacy Partners

101. These Defendants' acts, including those through their employees and/or agents/officers, as described in Paragraphs 49 to 64, violate FEHA, Cal. Gov't Code Sec. 12927(c)(1).

TWELFTH CLAIM FOR RELIEF

Cal. Civ. Code Sec. 51

Against Defendants Redrock, Guardian/KW, JSM, Legacy Partners, and FPI

102. These Defendants' acts, including those through their employees and/or agents/officers, as described in Paragraphs 1 to 90, violate the Unruh Act, Cal. Civ. Code Sec. 51.

THIRTEENTH CLAIM FOR RELIEF

Cal. Civ. Code Secs. 54.1 and 54.3

Against Defendants Redrock, Guardian/KW, JSM, Legacy Partners, and FPI

103. These Defendants' acts, including those through their employees and/or agents/officers, as described in Paragraphs 1 to 90, violate the CDPA, Cal. Civ. Code Secs. 54.1 and 54.3.

VII. PRAYER FOR RELIEF

WHEREFORE Plaintiff respectfully prays that the Court

1 grant her the following relief:

2 (a) Enter a declaratory judgment that the foregoing actions
3 of Defendants City, CRA/LA, Redrock NoHo, and Legacy Partners
4 with respect to its management of The Lofts violate 29 U.S.C. §
5 794.

6 (b) Enter a declaratory judgment that the foregoing actions
7 of Defendants Redrock NoHo and Legacy Partners with respect to
8 its management of The Lofts violate 42 U.S.C. § 3604(d).

9 (c) Enter a declaratory judgment that the foregoing actions
10 of Defendants City, CRA/LA, Redrock NoHo, JSM, Guardian/KW,
11 Legacy Partners with respect to its management of The Lofts, and
12 FPI violate 42 U.S.C. § 3604(f)(1)-(3).

13 (d) Enter a declaratory judgment that the foregoing actions
14 of Defendants Redrock NoHo, Guardian/KW, and JSM violate
15 California Government Code Section 12955(a).

16 (e) Enter a declaratory judgment that the foregoing actions
17 of Defendants City and CRA/LA violate California Government
18 Code Section 12955(e).

19 (f) Enter a declaratory judgment that the foregoing actions
20 of Defendants City, CRA/LA, Redrock NoHo, Guardian/KW, JSM,
21 Legacy Partners with respect to its management of The Lofts, and
22 FPI violate California Government Code Section 12955(k).

23 (g) Enter a declaratory judgment that the foregoing actions
24 of Defendants City, CRA/LA, Redrock NoHo, and Legacy Partners
25 with respect to its management of The Lofts violate California
26 Government Code Sections 12927(c)(1) and 12955(k).

27 (h) Enter a declaratory judgment that the foregoing actions
28 of Defendant Legacy Partners with respect to its management of

1 NoHo 14 as alleged in Paragraphs 67 and 69 to 74 violate 42

2 U.S.C. § 3617 and California Government Code Section 12955.7.

3 (i) Enter a declaratory judgment finding that the foregoing
4 actions of Defendants Redrock NoHo, Guardian/KW, JSM, Legacy
5 Partners with respect to its management of The Lofts, and FPI
6 violate California Civil Code Sections 51 and 54.1.

7 (j) Enter an injunction directing Defendants to take all
8 affirmative steps necessary to remedy the effects of the illegal,
9 discriminatory conduct described herein and to prevent similar
10 occurrences in the future;

11 (k) Enter an injunction directing that Defendants
12 immediately make available to Plaintiff an affordable dwelling
13 unit in a CRA/LA-assisted property that has the necessary
14 accessibility features described above, including an order that
15 Defendants provide any and all reasonable modifications necessary
16 for Plaintiff to enjoy the full use and enjoyment of the dwelling
17 unit;

18 (l) Award compensatory damages to Plaintiff in an amount
19 to be determined by the jury that would fully compensate Plaintiff
20 for the economic loss, humiliation, embarrassment, and emotional
21 distress that she has suffered and will continue to suffer as a result
22 of the discriminatory and retaliatory conduct alleged in Paragraphs
23 1 to 90;

24 (m) Award Plaintiff statutory damages pursuant to
25 California Civil Code Sections 51(a) and 54.3 against Defendants
26 Redrock, Guardian/KW, JSM, Legacy Partners, and FPI.

27 (n) Award punitive damages to Plaintiff in an amount to be
28 determined by the jury that would punish Defendants Redrock,

Guardian/KW, JSM, Legacy Partners, and FPI for the willful, wanton, and reckless conduct alleged in Paragraphs 1 to 90 and that would effectively deter similar conduct in the future;

(o) Award Plaintiff her reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 794a; 42 U.S.C. §§ 3613(c); 42 U.S.C. § 1988; Cal. Gov't Code Sec. 12989.2(b); and Cal. Civ. Code Sec. 51.

(p) Order such other relief as this Court deems just and equitable.

JURY DEMAND

Plaintiff hereby requests a jury trial.

1 Dated: May 1, 2012

2 Respectfully submitted,

3 

4 Jamie L. Crook

on behalf of counsel for Plaintiff

5 Michael Allen (admitted to appear *pro hac vice*)

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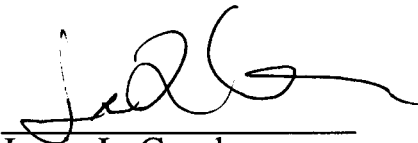
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**CERTIFICATE OF SERVICE
CENTRAL DISTRICT OF CALIFORNIA**

I hereby certify that on this 1st day of May, 2012, I served notice of the filing of Plaintiff's Second Amended Complaint via e-mail and first-class mail on all counsel of record. I further certify that Plaintiff's Second Amended Complaint will be served according to law on the following parties:

JSM Florentine, LLC
c/o Craig D. Jones
111 N. Pass Avenue
Burbank, CA 91505



Jamie L. Crook